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**AN ISO 17025
ACCREDITED COMPANY**

DALLAS FT WORTH AUSTIN HOUSTON

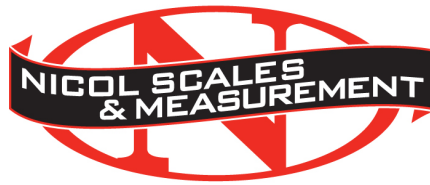
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7239 ENVOY COURT
DALLAS, TX 75247
214.428.8181
www.nicol scales.com



15800 W HARDY RD STE 500
HOUSTON, TX 77060
281.445.9021
www.nicol scales.com

STANDARD TERMS & CONDITIONS

1. Acceptance. It is agreed and understood that contracts of sale become final only upon acceptance by Seller. The price and other terms stated on the quotation/order shall be valid for thirty (30) days from the date hereof, but may be changed or revoked by Seller to accept any order and to revoke or after any of the terms and conditions hereof prior to acceptance. Acceptance by Seller is made only upon the exact and express terms hereof and only to the extent of the goods described on the quotation/order unless otherwise specified in writing executed by an authorized representative of Seller. In the event of any conflict between the terms stated on the quotation/order and these Terms and Conditions, the terms stated on the quotation/order shall control.

2. Delivery. Seller shall have the right to deliver all of the goods at one time or in portions from time to time. All shipping dates are tentative.

The goods shall be delivered FOB manufacturer's factory. Title and liability for risk of loss and damage to the goods shall pass to Purchaser at the time the goods are tendered for delivery. Any such loss or damage shall not relieve Purchaser from any obligations hereunder.

Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Purchaser. If Seller fails to meet any specified delivery schedule because of unavoidable production or other delay, Seller will not be responsible for delays or non-performance, directly or indirectly, caused by governmental regulations or requirements, acts of God, fire, unavailability of materials, work stoppages, slowdowns, boycotts, and other causes (whether or not similar in nature to any of these hereinabove specified) beyond Seller's reasonable control.

Seller shall have the right to withhold delivery, whether or not Purchaser's order has been accepted, if Purchaser has exceeded its credit limit with Seller or defaulted in performing any obligation or contract with Seller.

All claims for shortages of shipment errors must be made within ten (10) days after receipt of the shipment in writing to Seller at its place of business stated on the front page of this credit application.

Unless otherwise expressly agreed in writing by Seller, all goods sold hereunder shall be installed at the expense of Purchaser. Seller, if desired, will upon reasonable notice provide Purchaser with a manufacturer's representative or a representative employed by Seller to supervise the installation of such goods and to instruct Purchaser's employees in the operation of such goods. Should Purchaser require the services of a manufacturer's representative or a representative employed by Seller, a supervision charge will be made for such services. In addition, Purchaser shall pay all of Seller's out-of-pocket expenses related to installation supervision.

3. Terms and Methods of Payment. The purchase price shall be paid prior to delivery unless Seller has, in its sole discretion, extended credit to Purchaser. Whenever Seller has extended credit to Purchaser, terms of payment shall be net thirty (30) days from date of invoice. The amount of credit or terms of payment may be changed or credit withdrawn by Seller at any time. Seller shall have the right to charge one and one-half percent (1 1/2%) interest per month on all overdue charges. If the goods are delivered in installments, Purchaser shall pay for each installment in accordance with the terms of payment hereof. Payment shall be made for goods without regard to whether Purchaser has made or may make an inspection of the goods. If shipments are delayed by Purchaser, payments are due from the date when Seller tendered the goods for delivery. Goods held for Purchaser are at Purchaser's sole risk and expense.

4. Taxes. Prices do not include any excise, sales, use or other taxes, now or hereafter enacted applicable to the goods or to the sale and/or delivery thereof. When applicable, all such taxes shall be paid by Purchaser unless Purchaser provides Seller with a proper exemption certificate. Where Seller is required by law to collect the tax, it will be added to the sales price and paid by Purchaser simultaneously with payment of the purchase price.

5. Security Interest. By execution hereof, Purchaser hereby grants to Seller a security interest in the goods described on the quotation/order and all proceeds thereof as collateral security for payment of all obligations of Purchaser under this agreement. In the event Purchaser shall default in any of its obligations hereunder after the goods are tendered for delivery, Seller shall be entitled to enforce such security interest to the full extent permitted by the applicable provisions of the Uniform Commercial Code or other applicable law, including but not limited to taking possession of the goods, requiring Purchaser to assemble the goods and make same available to Seller at a place designated by Seller which is reasonably convenient to both parties, disposing of the goods at public or private sale in

accordance with applicable law and applying the proceeds of such sales as permitted by applicable law. No part of the goods shall be considered a fixture or a part of any realty by reason of being attached to real estate, and such goods may be separated from real estate for purposes of repossession by Seller or by Seller's agent without liability for such removal. Purchaser agrees to execute and deliver to Seller to evidence and allow Seller to perfect more fully the security interest granted to Seller herein. Purchaser further agrees that this agreement constitutes a security agreement and that a carbon, photographic or other reproduction of this agreement is sufficient as a financing statement and may be filed as a financing statement in accordance with applicable law.

6. Substitutions and Modifications. Seller may modify the specifications of goods designed by Seller and substitute such goods for those specified herein, provided such goods substantially conform to this agreement. Seller further reserves the right to make changes in the design of its products without incurring any obligation or liability to install the same on units previously delivered.

7. Limitation of Warranties. SECTIONS 8, 9 AND 10 HEREOF ARE IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER OBLIGATION ON THE PART OF SELLER. FURTHERMORE, IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES SUFFERED BY PURCHASER, INCLUDING BUT NOT LIMITED TO, COST OF REMOVAL OR REINSTALLATION OF GOODS, LOSS OF GOODWILL, LOSS OF REVENUES OR PROFITS, OR LOSS OF USE.

8. Warranty on Items Manufactured by Others. Goods or components not manufactured by Seller will carry only the manufacturer's warranty, if any, and Seller shall have no liability therefor, including but not limited to any liability for transportation costs or other costs incurred by Purchaser in connection with the repair or replacement of such goods or components. Seller does not make, and hereby expressly disclaims, any warranty with respect to goods and components not manufactured by Seller. Purchaser acknowledges that Seller has made the terms of such manufacturer's warranties available for inspection and review by Purchaser and that Purchaser accepts such manufacturer's warranties in lieu of any express or implied warranty of Seller.

9. Warranty on Items Manufactured by Seller. Seller warrants goods and components manufactured by Seller against defects due to faulty workmanship or the use of defective materials which are detected within one (1) year after delivery to the original retail purchaser. If any goods or components manufactured by Seller fail to conform to Seller's warranty stated in this Section 9, the sole and exclusive liability of Seller shall be, at Seller's option, to repair, replace or credit Purchaser's account for any such goods which are returned to and received by Seller during the applicable one (1) year warranty period set forth above, provided that (i) Seller is promptly notified in writing upon discovery by Purchaser that such goods fail to conform to such warranty, (ii) such goods are returned to Seller at Purchaser's expense, and (iii) Seller's examination of such goods shall disclose to Seller's satisfaction that such alleged deficiencies actually exist and were not caused by accident, misuse, neglect, alteration, improper installation, repair or improper testing. If Seller elects to repair or replace such goods, Seller shall have a reasonable time to make such repairs or replace such goods; and such repaired or replacement goods shall be delivered to Purchaser FOB Seller's place of business. The obligation of Seller under this warranty is limited to the original retail purchaser and Seller shall have no liability under such warranty to any subsequent transferee of any of the goods or components manufactured by Seller.

10. Provisions Applicable to All Goods. Seller further warrants that, at the time of delivery it has title to the goods free and clear of any and all liens and encumbrances. Neither Seller's warranty in Section 9, nor Seller's liability hereunder, shall be enlarged, or affected by, nor shall no obligation or liability on the part of Seller arise or grow out of Seller's rendering of technical advice or service in connection with Purchaser's order or the goods sold hereunder.

11. Limited License. THE SALE OF THE GOODS BY SELLER DOES NOT IN ANY WAY CONVEY TO PURCHASER ANY RIGHT, TITLE OR INTEREST IN OR TO ANY SOFTWARE, COMPUTER PROGRAMMING, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHTS OF SELLER, OTHER THAN A NON-EXCLUSIVE LICENSE TO USE IN CONNECTION WITH USE OF THE GOODS, THE SOFTWARE OR COMPUTER PROGRAMMING INCLUDED THEREIN. PURCHASER SHALL NOT IN ANY MANNER COPY, DUPLICATE UTILIZE OR LIST ANY OF THE SOFTWARE OR COMPUTER PROGRAMMING

STANDARD TERMS AND CONDITIONS

ANY PROVISION OR CONDITION OF PURCHASER'S ORDER OR PURCHASER'S STANDARD FORM WHICH IS IN ANY WAY INCONSISTENT WITH OR IN ADDITION TO THESE TERMS AND CONDITIONS SHALL NOT BE APPLICABLE HERETO OR BINDING UPON SELLER WHICH OBJECTS THERETO. IF PURCHASER OBJECTS TO ANY TERMS HEREIN, SUCH OBJECTION MUST BE IN WRITING AND RECEIVED BY SELLER AT ITS ADDRESS PRIOR TO COMMENCEMENT OF PERFORMANCE BY SELLER. RETENTION BY PURCHASER OF ANY GOODS DELIVERED BY SELLER HEREUNDER SHALL BE CONCLUSIVELY DEEMED ACCEPTANCE OF THE TERMS AND CONDITIONS HEREOF AND SELLER'S FAILURE TO OBJECT TO ANY PROVISION CONTAINED IN ANY COMMUNICATION FROM PURCHASER WILL NOT CONSTITUTE A WAIVER OF ANY PROVISION HEREOF WHICH SHALL CONSTITUTE THE ENTIRE CONTRACT BETWEEN PARTIES.

CONTAINED IN SELLER'S GOODS. ANY SUCH COPYING OR DUPLICATING SHALL CONSTITUTE A BREACH OF THIS AGREEMENT AND SELLER SHALL HAVE THE RIGHT TO IMMEDIATELY RECOVER POSSESSION OF THE GOODS INVOLVED IN THE EVENT THEREOF.

12. Termination. Orders accepted by Seller can only be cancelled, modified by Purchaser, countermanded, or shipments deferred by notifying Seller in writing at least thirty (30) days prior to the acknowledged shipment date. In the event of any such modification by Purchaser or cancellation, Purchaser will indemnify Seller against any loss, directly and indirectly, which shall include a reasonable allowance for prorated expenses and profits. At any time less than thirty (30) days prior to the acknowledged shipment date, Purchaser shall be obligated to take delivery and pay Seller the entire purchase price in accordance with the terms of Section 3 hereof.

Seller shall have the right to suspend or cancel this agreement at any time upon Purchaser's making assignment for the benefit of creditors or becoming bankrupt or insolvent, or under a petition being filed in a court of competent jurisdiction proposing the appointment of a receiver or that the Purchaser be adjudicated bankrupt or insolvent or organized under the provisions of any applicable bankruptcy or insolvency act.

13. Confidentiality. All specifications, documents, artwork, and drawings delivered by Seller to Purchaser, and all other non-public information concerning Seller that Seller discloses to Purchaser, remains Seller's property. The information is provided to Purchaser solely for the purpose of Purchaser's decision-making process in placing an order and use of the goods, and on the express condition that the information provided in connection therewith shall not be disclosed to others nor used for any purpose other than in connection with such purposes without Seller's prior express written consent, unless so required through a valid order issued by a competent judge or by any applicable federal, state or local law, rule or regulations. Purchaser agrees it shall return all such information immediately to Seller or destroy it upon written request by Seller. Purchaser's obligations under this paragraph shall survive the cancellation, termination or other completion of an order or this agreement.

14. Use of Trade Dress. Neither party will have the right or license to use the trade names, trademarks, logos, service names or service marks of the other, nor may either party refer to the other in connection with any advertising, promotion, press release or publication unless it obtains the other party's prior written approval.

15. Relationship between Parties. Seller shall be an independent contractor of Purchaser and no principal-agency relationship, employee, partnership, or joint-venture shall be created. Neither party shall have no right or power to assume or incur any expense or obligation on behalf of the other except as otherwise stated herein.

16. Additional Remedies. In addition to the rights and remedies reserved herein, Seller shall have all rights and remedies conferred by law and shall not be required to proceed with performance of this agreement if Purchaser is in default to Seller under this or any other contract. Purchaser agrees to pay all reasonable attorney's fees and expenses incurred by Seller in enforcing Seller's rights hereunder.

17. Non-Waiver. In the event of any default by Purchaser, Seller may decline to make further shipments. If Seller elects to continue to make shipments, Seller's action shall not constitute a waiver of any default by Purchaser or in any way affect

18. Seller's legal remedies for any such default. No claim or right arising out of a breach of this agreement can be discharged in whole or in part by a waiver or a renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the agreeing party.

19. Interpretation. These terms and conditions are intended as the final expression of the agreement between Seller and the Purchaser and are intended as the complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and uses of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

20. Applicable Law. The validity, performance and construction of this agreement shall be governed by the laws of the State of Texas.

21. Assignment. No right or interest in this agreement shall be assigned by either Seller or Purchaser without the written permission of the other party and no

delegation of any obligation owed, or of the performance of any obligation, by either Purchaser or Seller shall be made without the written permission of the other party. Any attempt at assignment or delegation shall be wholly void and totally ineffective for all purposes, unless made in conformity with this paragraph.

22. Entire Agreement; Modification. This contract constitutes the entire agreement between the parties relating to the sale of goods described on the face hereof and supersedes all prior or contemporaneous agreements with respect to the subject matter hereof. No representation, warranty or agreement, and no addition to or modification of any provision of this agreement, shall be binding upon Seller unless made in writing and signed by a duly authorized representative of located at the office of Seller stated on the front page hereof. This agreement is performable in Dallas County, Texas.

23. Arbitration. The parties agree that any and all disputes, claims or controversies arising out of or relating to these Terms and Conditions or an order shall be fully and finally settled in Dallas, Texas by arbitration administered by the American Arbitration Association ("AAA"), in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s), including attorneys' fees and costs of arbitration, may be entered in any court having jurisdiction thereof. The Federal Arbitration Act (Title 9 U.S. Code Section. 1, et. seq) shall govern all arbitration and confirmation proceedings.

24. Limitation. Any action for breach of this agreement by Seller must be commenced by Purchaser within one (1) year after the cause of action has accrued.